



Solicitation Number: RFP #121923

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **U.S. TelePacific Corp., dba TPx Communications** (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Technology Products and Services with Related Solutions from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires **February 27, 2028**, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. For avoidance of doubt, "model" as used herein, shall not mean "version" as used within the context of software. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site. Configuration of Equipment and Products may be completed after delivery as necessary to conform to customer-specific and customer requested configurations, as agreed between Supplier and the Participating Entity.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This

approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

Sourcewell agrees that it will not unreasonably reject any Price Change Requests that are driven by changes required by Supplier's underlying third-party product providers and licensors.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract; provided that no removal of a Participating Entity will impact the contractual obligations in effect between Supplier and the Participating Entity which reference or otherwise incorporate the terms of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves

in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Participating Entities must order using Supplier's standard Service Order; however, Supplier will support the inclusion of other supplemental documentation as reasonably required by the Participating Entities (including, Purchase Orders or government mandated contract forms) Any such purchase order or form should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

For avoidance of doubt, each Participating Entity Order, and the terms associated therewith, will be between the Participating Entity and Supplier, and will in no event include Sourcewell as a party thereto.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Supplier's standard terms and conditions shall be included as a part of each Participating Entity Order. Supplier agrees that it will negotiate such terms in good faith, recognizing that certain provisions will require modifications to conform to public contracting standards. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone

agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;

- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcwell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS; LIMITATION OF LIABILITY

Each party is responsible for its own acts and omissions. Any limitation of liability terms will be negotiated separately between Supplier and the Participating Entity accessing the contract.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* If applicable, during the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

U.S. TelePacific Corp.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer
Date: 6/8/2024 | 9:51 AM CDT

DocuSigned by:
Seth Weise
By: 8BCE77AF4BD247C...

Seth Weise
Title: VP, Strategic & Enterprise Accounts
Date: 6/7/2024 | 12:41 PM PDT

RFP 121923 - Technology Products and Services with Related Solutions

Vendor Details

Company Name: U.S. TelePacific Corp
Does your company conduct business under any other name? If yes, please state: TPx Communications
Address: 303 Colorado Street
Suite 2075
Austin, Texas 78701
Contact: David Chui
Email: dchui@tpx.com
Phone: 415-430-6441
Fax: 858-200-2728
HST#: 954593876

Submission Details

Created On: Tuesday October 31, 2023 13:32:02
Submitted On: Friday December 15, 2023 12:03:37
Submitted By: Tasha Wilson
Email: formrequest@tpx.com
Transaction #: e6db204d-1221-4111-b289-60c1a1f4aad0
Submitter's IP Address: 172.115.245.211

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcwell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	U.S. TelePacific Corp
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	U.S. TELEPACIFIC CORP. (doing business as TPX COMMUNICATIONS) is an entity in Austin, Texas registered with the System for Award Management (SAM) of U.S. General Services Administration (GSA). The entity was registered on June 25, 2007 with Unique Entity ID (UEI) #MZK8JA16MCJ8 and the business was started on January 1, 1998. Other entity names used are TPx Communications Co, DSCI, LLC and MPower Communications Corp .
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	DSCI, LLC TPx Communications Co TPx Communications MPower Communications Corp
4	Provide your CAGE code or Unique Entity Identifier (SAM):	U.S. TelePacific Corp, Cage code 4SW72, UEID MZK8JA16MCJ8 TPx Communications Co, Cage code 48CB8, UEID CUR7MKVQCWF5 DSCI, LLC, Cage code 335M7, UEID R6PUH1C78XX3 MPower Communications Corp, Cage code 9H1D4, UEID R5GDMKERY514
5	Proposer Physical Address:	303 Colorado Street, Suite 2075, Austin, Texas 78701
6	Proposer website address (or addresses):	www.tpx.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jason Delvecchio, Director of Strategic Group Purchasing, jason.delvecchio@tpx.com, 407-234-5980, 303 Colorado Street, Suite 2075, Austin, TX 78701
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tasha Wilson, Manager of RFP & Bid Management 303 Colorado Street, Suite 2075, Austin, TX 78701 858-200-2728
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kianna Thompson, Sales Administrative Support Specialist, kianna.thompson@tpx.com, 213-225-5218 Cindy Watts, VP of Sales Operations, clwatts@tpx.com, 303-268-5428 David Chui, Strategic Relationships, dchui@tpx.com, 415-430-6441 Jason Delvecchio, Director of Strategic Group Purchasing, jason.delvecchio@tpx.com, 407-234-5980

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>TPx opened its doors 25 years ago. We've transformed over the years to being the easiest Managed Service Provider to do business with. Our transformation isn't over – we continue to evolve so that we can provide the best service and solutions to our customers.</p> <p>Since 1998, TPx has helped businesses navigate a complicated and evolving IT landscape. Our passion is IT and we're committed to making IT easy for our customers. With a full suite of managed IT, cybersecurity, network connectivity and unified communications solutions, TPx helps businesses solve their IT challenges. In the late 90s, TPx was founded in California as TelePacific Communications, a competitive local exchange carrier (CLEC). Quickly, the organization shifted beyond telecommunications to supply other IT services based on customer demand. As the customer base and product offering grew, TPx expanded its geographic footprint beyond California. For the last 25 plus years, the team grew exponentially nationwide through a series of technology partnerships, channel relationships and corporate acquisitions.</p> <p>Now as a leading managed services provider in the US, TPx brings to market an expansive suite of products, representing some of the largest brands in the IT space. Our engineers, architects and support experts hold more than 120 technology certifications, so our expertise can help drive your business forward. Each month more than 1,000+ employees are solely dedicated to delivering services aligned to the new realities of remote work and the requirements of more than 11,000 customers in more than 42,000 unique locations. With our Geo-Redundant Security Operations Center and Network Operation Center providing 24/7/365 oversight for our customers' security & network needs.</p> <p>TPx strives to create a diverse, equitable and inclusive environment for our colleagues, customers, partners, and suppliers. At TPx, we are committed to fostering a culture that attracts, develops, and nurtures talent, enables individual growth, and creates an environment where everyone feels included and valued. We believe we are stronger together. When we work together, with everyone bringing their unique experiences to the table, we can achieve great things. We understand the importance of developing a diverse and responsible supply chain and proactively seek opportunities to collaborate and work with diverse, equitable and inclusive companies as well as with organizations that are focused on making an impact on this important topic.</p>
11	What are your company's expectations in the event of an award?	<p>TPx understands that part of Sourcewells mission is to provide leading solutions that empower community success and TPx wants to help in this mission by being a part of the solution. We want to bring ease to the buying process. The way TPx can contribute is by facilitating a seamless process for Sourcewells members to do business with TPx that they will want to work with us on a frequent basis. Not only do we want the process to be seamless, but we want to provide a regular and reliable service for Sourcewells members.</p>
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Company Info/Background:</p> <ul style="list-style-type: none"> • Founded in 1998, TPx has helped businesses navigate a complicated and evolving IT landscape. • For the last 25 plus years, the team grew exponentially nationwide through a series of technology partnerships, channel relationships and corporate acquisitions. • TPx was acquired by Siris Capital (a Private Equity Company) in February 2020 and has invested a significant amount of capital to transform company from a traditional CLEC to a leading nationwide Managed Services Provider. <p>Audit Results and Financial Highlights:</p> <ul style="list-style-type: none"> • Our Auditor is PricewaterhouseCoopers (one of the Big 4 audit firms) • Last Audited FS: December 31, 2022. We received a clean "Unqualified Opinion" (consistent with the prior year audit as well.) • Annual revenues (FY22) of \$517 million • June 2023: Completed refinancing transaction and improved the Company's liquidity, including additional investment from Private Equity sponsor and reduced cash interest outlay.
13	What is your US market share for the solutions that you are proposing?	<p>TPx provides services to over 11,000 customers and was recently rated #9 of Top 10 MSPs according to MSP 500 ranking for size and performance, against the roughly 40,000 MSPs in North America.</p>
14	What is your Canadian market share for the solutions that you are proposing?	<p>Thank you for giving TPx Communications the consideration to serve your members in Canada. Canada is not in TPx's core market. We look forward to serving this market in the future.</p> <p>Nevertheless, we firmly believe that our value proposition, extensive experience, and commitment to excellence position us as a highly competitive and reliable partner. TPx has a proven track record of delivering tailored solutions to educational institutions as well as businesses across various industries.</p>
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>TPx Communications has never filed for bankruptcy</p>

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>TPx is a Service Provider – we understand and have operated in the 24/7/365 environment for the past 25 years. We leverage many technology platforms to deliver our mission critical services. The hardware/software is part the services that we provide and we have a robust supply chain management process which includes our managed inventory, supply chain risk, etc. Relationships matter to us, we take a layer approach to our services. Customer support has been hard-wired into our DNA since day one. With our highly experienced in-house support teams, we offer one-stop shopping that takes care of the planning, implementation, management, updating, and ongoing support of all mission-critical services that our customers depends on.</p> <p>TPx Supplier Diversity Program – Third Party The TPx Supplier Diversity Program was designed to create a more inclusive supply chain that reflects the demographic diversity of our customers and employees. Our supplier selection and screening processes focus on identifying vendors who are not only members of a nationally recognized minority program but also those who are impacting diversity themselves. We are committed to strengthening our supply chain through diversity and achieving results within the program by setting goals, using best practices, and reporting diverse spending across our supplier network.</p> <p>Project Managers – TPx employees The Project Manager will be your single point of contact to communicate with you and various TPx teams. Their role is to keep all parts of the service implementation project organized, communicated, and running according to plan. The Project Manager will set times and dates for meetings, maintain schedule, and coordinate your service implementation and facilitate discussions between you and the Technical Provisioning Specialists.</p> <p>TPx Account Managers – TPx employees The success of our TPx team starts with the Account Management Team. After your installation is complete, your dedicated Account Manager will continue to stay in touch with you on a regular basis to ensure you remain completely satisfied with your service. This will enable us to work together to review your ongoing needs and plan for any changes as your business grows. Our commitment to collaborating with our customers is the philosophy that forms the basis for everything we do.</p> <p>MSx Specialist & Technical Support Specialists – TPx employees The MSx Provisioning Specialist will provide first level engineering tasks for provisioning. They will be able to support those tasks across multiple services to include MSx Firewall, MSx WAN, MSx Office 365, MSx Backups and MSx Endpoints. We will work with MSx Engineering and MSx Service Delivery Systems and Network Engineering to provide advanced level support and configuration for provisioning for any existing or additional MSx services that are developed. Over time, the MSx Specialist will be able to provision our base level of services from configuration to installation without engineering additional level support. Our technical support specialists proactively monitor and maintain your services to ensure your services are up and running. When the unexpected happens, you need to reach out to someone you can trust. Our highly skilled, Technical Support Specialists are available 24x7x365 to provide you with timely and accurate solutions to your technical problems. You only have one number to call for all your technical support needs, including voice, data, networking, Office 365, security, colocation, and server backup.</p> <p>Expert & Certified Proactive Maintenance Support Engineers – TPx employees We have in-house expertise that provides world-class technology development, support, and industry-specific knowledge gained over the past 20 years nationwide. Over 15% of our workforce are skillful, certified specialists in on boarding and post-installation support. Our Security Operations Centers are led by defense, cybersecurity, and ex-military specialists with an average of over 10 years' experience.</p> <p>Proof of Supply Letters can be provided.</p>
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17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>TPx understands that Sourcewell's members are made up of mainly government, education, non-profits, and tribal nations. TPx can help modernize Sourcewell members IT with affordable government IT solutions that can drive optimization across Sourcewell's organization. Sourcewell will gain peace of mind that your members IT is being handled by experts holding over 120 unique IT certifications. Our Technology Partners have various certificates/license that can be earned. TPx is honored to offer a value-added benefit to our services in the following ways: TPx is a Blue Diamond Partner which represents the top 2% of Datto's partners worldwide.</p> <p>TPx is the Expert Partner, the highest level there is, for Fortinet. TPx is on the top partner list with VMware.</p> <p>TPx holds the following certifications, please note not all certifications are listed due to the number of certifications:</p> <ul style="list-style-type: none"> Agile Certified Practitioner (PMI-ACP) AWS AWS Adv Network Specialist – AWS Security+ - CompTIA Linux+ - CompTIA LPIC (linux) - LPI Certified Linux Admin - Novell AWS Certified Solutions Architect (2) AWS Technical Professional (2) AWS Cloud Practitioner Essentials (2) AWS Business Professional (1) Cisco CCIE - Routing & Switching (2) CCNP - Routing & Switching (10) CCNP - Service Provider (6) CCNP – Enterprise Advanced Infrastructure Implementation (1) CCNP – Security (1) CCNA (8) Fortinet NSE1,2,3 (2) Fortinet NSE 4 Fortinet NSE 5 Vmware Vmware Certified Professional Data Center Virtualization (1) PMP (8) HIPAA - Health Insurance Portability and Accountability Act: TPx complies with all applicable HIPAA regulations, including those related to auditing. ADTRAN Technical Solutions Associate Networking CEH (Certified Ethical Hacker) OSCP (Offensive Security Certified Professional) – testing/attainment scheduled for June 2022. Professional Designation in Database Management System American Software Testing Qualifications Board ASTQB Certified Tester Foundation Level CTFL Sun Certified Java Programmer for Java 5 Sun Certified Web Component Developer
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>TPx Communications is not currently and to the best of our knowledge has been debarred or suspended by any federal or state agency/entity that would have a material and adverse ability on our ability to perform responsibilities.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>TPx continues to win awards as a leading Managed Services Provider (MSP) for unified communications, managed IT and managed security solutions. The following list are the most recent awards TPx Communication has received:</p> <p>CRN MSP 500, a brand of The Channel Company, named TPx to its 2023 Managed Service Provider (MSP) 500 list and Elite 150 for the sixth consecutive year.</p> <p>Global Infosec Awards, TPx was awarded Global InfoSec Awards: Hot Company SMB Cybersecurity in 2023, Most Comprehensive Security Services in 2022, and Most Promising in SMB Cybersecurity in 2021.</p> <p>TMC Internet Telephony SD-WAN Product of the Year, TPx has received TMC's prestigious Internet Telephony SD-WAN Product of the Year Award in 2023, 2022, 2020, and 2018.</p> <p>Channel Futures MSP 501, TPx has been named a top 10 managed services providers on the Channel Futures MSP 501 list and has been recognized on this prestigious list for the past five consecutive years.</p> <p>TMC Unified Communications Product of the Year, TPx's UCx with Webex won the Unified Communications Product of the Year Award in 2023, 2022, 2021, 2019, and 2017.</p> <p>Clutch Top Productivity & Collaboration Consultant, TPx has been awarded Clutch's prestigious Top Productivity and Collaboration Consultants in 2022.</p> <p>MSP Innovation Awards, In 2022, TPx was named Best Hybrid Work Enabler by Channel Partner Insights MSP Innovation Awards.</p> <p>TMC Internet Telephony Product of the Year, In 2022, TPx received TMC's Internet Telephony Product of the Year Award for its UCx with Webex solution.</p> <p>Channel Partner Insight Innovation Awards, In 2019, TPx was awarded the MSP Innovation Rising Star Award from Channel Partner Insight magazine for rapidly growing its managed services business.</p> <p>Clutch Top B2B Companies, Clutch recognized TPx as a Top Global B2B Company on their highly coveted list in 2022 and 2021. The list is based on customer reviews and feedback.</p> <p>The Manifest Most Reviewed Consulting Companies, TPx was recognized by The Manifest as a leading and most reviewed global consulting company in 2022.</p> <p>TMC Cloud Communications Product of the Year, TPx's UCx with Webex won the Cloud Communications Product of the Year Award in 2021, 2019, and 2017.</p> <p>TMC Contact Center Technology Award, TPx was also honored with TMC's Contact Center Technology Award in 2019 for demonstrating innovation and a unique feature set.</p> <p>DattoCon19 Breakout Partner of the Year, TPx took home two prestigious awards at DattoCon19 including Breakout Partner of the Year and MSP 501 Partner of the Year in 2019.</p> <p>Visionary Spotlight Awards, The VSA highlights service provider innovation. TPx has won awards for Managed SD-WAN, TPx Complete Bundle and UCx Unified Communications in 2018 and 2017.</p>
20	What percentage of your sales are to the governmental sector in the past three years	<p>2021:\$15,891,209.00 2022:\$17,735,258.00 as of the end of September 2023:\$16,371,870.00</p>
21	What percentage of your sales are to the education sector in the past three years	<p>From a revenue perspective, education ranks in the top three vertical industries that TPx services. This equates to more than 650 educational institutions that trust TPx for their IT infrastructure. The percentage of our sales currently that are in the government sector is approximately 6%. We provide fully managed IT services for schools and educational institutions which helps to improve operations, communications, and security.</p>
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>U.S. TelePacific Corp DBA TPx Communications holds the following newly acquired cooperatives: TIPS, Region 18 Education Service Center and NASPO. We have recently applied for PEPPM PA & CA and are pending a decision. Although we cannot provide annual volumes at this time, we will be able to track volume after a successful 12 months are under our belt.</p>
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>TPx Communications holds five GSA schedule contract TR5JQ49QPK45, open to all federal, civilian agencies, state and local agencies as well as public schools.</p> <p>2021: EPA - N/A , DEA \$121,847.00 2022: EPA \$62,744.00, DEA \$52,241.00 2023: EPA \$177,892.00, DEA \$28,053.00</p>

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Berkeley	Reynaldo Reyes	510-981-6506	*
Gridley Unified School District	Michael Pilakowski	530-846-4721 ext 8111	*
Ronald McDonald House Charities of Southern California	Douglas Kanner	310-272-7575	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Massachusetts Secretary of the Commonwealth	Government	Massachusetts - MA	Managed Connectivity	737 processed for Massachusetts Secretary of the Commonwealth ranging from small to large orders for various dates in the past three years.	\$6,706,993.65	*
City of Napa	Government	California - CA	MSx WAN, Managed Connectivity with High Speed Internet Access	140 orders have been processed for the City of Napa ranging from small to large orders for various dates in the past three years.	\$774,755.74	*
Massachusetts District Attorneys Association	Government	Massachusetts - MA	MSx WAN and Managed Connectivity	401 orders have been processed for Massachusetts District Attorneys Association over the past three years.	\$17,674,680.68	*
City Corpus Christi	Government	Texas - TX	MSx WAN, UCx Smartvoice with High Speed Internet Access and Virtual Fax	168 orders have been processed for the City of Corpus Christi over the last three years	\$1,621,246.00	*
City of Hopewell	Government	Virginia - VA	MSx Network with Managed Connectivity	135 orders have been processed from various businesses, ranging from small to large corporate size entities over the past three years.	\$40,460,207.50	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *

26	Sales force.	<p>As a National provider with over 1,000 employees – TPx is well position to support the Sourcewell member base. Our sales channels includes: Direct Sales, Strategic & Enterprise Sales, Cyber Security Sales and SMB & Inside Sales. TPx brings together more than 1,000 individuals who hold more than 120 certifications in varying specialties. To further our reach, TPx also manages a National Channel Sales network that partners with many of the nation's top master agents. Bolstered by strategic partnerships with industry-leading vendors, we deliver best-in-class solutions and top-tier support from certified service teams backed by a deep bench of expert engineers.</p> <p>TPx takes a consultation approach to our business and will provide a Free Network Evaluation to each of your member, our knowledgeable team of experts help your member find the right solutions and services to simplify operations, optimize networks, improve productivity, reduce costs, and keep businesses secure. TPx employees act as an extension of your team so you can focus on your business.</p>	*
27	Dealer network or other distribution methods.	Not applicable since TPx does not utilize dealer or other distributor methods	*
28	Service force.	<p>Once an order has been completed in the system, the Sourcewell members primary point of contact will default to their Sales Representative. That Sales Representative will be responsible for addressing concerns they receive from Sourcewell members for the first 12 months of service. After the 12-month period, Sourcewell members accounts will be assigned a dedicated Account Manager. The Account Manager will then be the primary point of contact for all account needs going forward. This experienced Account Manager will ensure to handle your request or refer the request to the applicable support if needed.</p> <p>It's critical for Sourcewell members to feel confident that TPx has identified the right solution with the right quantities for their businesses. What is equally important to Sourcewell members, is the way TPx can offer collaborative support which in turn aides in account growth and account evaluation. TPx offers the perfect solution by pairing one of our extremely talented Partner Success Managers or Service Managers along with their dedicated Account Manager to the account.</p> <p>The role of the Partner Success Manager (PSM) is to provide an extra layer of support for the customer by making sure interactions take place in a timely fashion and completing a pulse check from the customer on what is going well and where TPx needs to improve upon. The PSM has a host of other responsibilities including but not limited to changes in service, billing and payments, onboarding or installing services and ensuring a smooth, seamless transition to help facilitate updates for the Sourcewell member just to name a few.</p> <p>The duty of the Service Manager (SM) is to provide key data to track and trend experiences with problems/troubles, resolutions and install success rates. Our Service Managers are experienced and can spot key improvement areas in TPx offerings such as key reporting from managed service platforms.</p> <p>Between the dedicated Account Manager and the PSM/SM, Sourcewell members can rest assure knowing TPx will not let their business needs fall to the wayside but TPx will elevate and enrich their business and business needs.</p> <p>TPX Customer Care Team is ready and available to support Sourcewell members with billing support based on billing inquiries, payments, account maintenance and bill corrections when applicable. Our Customer Care Team is responsible for credit posting, credit dispute reviews and credit reports.</p> <p>TPx's MACD (Moves, Adds, Changes, Disconnect) Team is responsible for assisting Sourcewell members with adding or removing features from their account for services that have been installed. The team is also responsible for helping Sourcewell members with request to disconnect existing services.</p> <p>TPx's Repair Support Team is available 24/7/365 to assist our Sourcewell members with service issues. TPx team works to minimize any disruptions to services whenever possible. Our goal is to make sure we can have our customers log into their systems and for their service to be fully functional.</p>	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>With our vast distribution model, all opportunities will be qualified by a member of our Solution Architect team and he/she will configure a design that meet the needs of the Sourcewell member.</p> <p>Once the Sourcewell member is ready to move forward with an order, the Sales Rep will compile applicable TPx documents for review and signature. Once signed documents have been returned, TPx internal team will ensure all documents have been collected and move the order to Service Delivery and a dedicated Project Manager will be assigned. The Project Manager will initiate contact with the Sourcewell member to kickoff the project and will keep the member abreast on each milestone that is completed.</p> <p>If the Sourcewell member has an existing account with TPx, then the member can easily reach out to their dedicated Account Manager by phone or email to kickstart the ordering process.</p>
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Our team of service professional are aligned with the End User. We are evaluated based on the success of the account. Including, billing accuracy, inventory management, contractual, commercial, and operational issues. The objective is to maintain a high level of customer satisfaction.</p> <p>The customer service program that TPx has in place is detailed below:</p> <p>Dedicated Account Manager - Your dedicated Account Manager will continue to stay in touch with you on a regular basis to ensure you remain completely satisfied with your service. This will enable us to work together to review your ongoing needs and plan for any changes as your business grows. Your dedicated Account Manager will provide their customer base with a direct telephone number and email address in order to reach them 24-48 hour response time.</p> <p>Customer Care- Customer Care provides billing support to our billed customer base in terms of account billing inquiries, payments, account maintenance and bill fixes. The online ACD team is dedicated to answer all inbound ACD Billing queues within 30 seconds and resolve customer billing tickets in 4hours or less. Our Customer Care Department is committed to quality & metrics that we measure ourselves against as listed below: 94% of calls in to Customer Care Billing Support are answered with in 30 seconds. 92% of calls into Customer Care are resolved on the first call. <1% of the account base have an active billing ticket. 94% of customers tell us they are satisfied with our service.</p> <p>PSM/SM Team – The Partner Success Team and Service Manager Team are dedicated to ensuring customer satisfaction. When they are pulled into a request, the standard turnaround time to make contact with the member would be one to two business days.</p> <p>Service Delivery – Our Service Delivery Team are intricate parts to our support teams. They are the quarterbacks on the field in a football game. They are the centralized team that takes in information from all departments as well as the Sourcewell members and communicates any issues or concerns to the appropriate department. They handle small to large projects daily. The standard turnaround time for our Service Delivery Team is 48 hours if not sooner.</p> <p>MACD Team- If you need to make modifications, add to your service, move your service from one location to another or disconnect your service, you can reach out to our MACD Team if your Account Manager is not available to submit your request. You will be able to reach our team online, by phone or through online chat.</p>

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Our nationwide Sales teams are aligned with overall objectives of the Sourcewell member. To drive growth and customer satisfaction, we will perform ongoing business reviews.</p> <p>TPx is expected to partner with Sourcewell member to conduct Business Reviews. Meeting should be conducted in person at Sourcewell member premises. Alternatively, reviews can be conducted via video and/or audio conference. TPx participants should include the extended account team assigned to the Sourcewell member account, as well as their management team. TPx and Sourcewell End User will agree to meeting agenda and meeting should cover, product evolution/innovation, strategy, relationship management, opportunities, and performance.</p> <p>Properly managing the Sourcewell's members assets and ensuring they receive the maximum return on their investment, will be one of TPx's action items. TPx can help modernize IT services with affordable government IT solutions that can drive optimizations across organizations. Our experienced team will demonstrate how to maximize efficiencies, increase productivity, and boost security. Faster internet speeds and reliable network performance will improve your members team productivity allowing for real changes to be made.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	TPx is not able to service Sourcewell Canadian members currently. We do have this initiative on our roadmap and look forward to servicing them in the future.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	TPx is not able to service Sourcewell Canadian members currently. We do have this initiative on our roadmap and look forward to servicing them in the future.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We have no limitations on servicing Sourcewell entities. All Sourcewell member sectors in the U.S will be fully serviced by TPx Communications under this contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	TPx will not impose any restrictions for the entities in Hawaii or Alaska.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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36	<p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>We recognize the pivotal role effective marketing plays in achieving success, and we are committed to leverage our strengths and resources to maximize the visibility and reach of this opportunity.</p> <p>TPx has a proven track record of assisting membership organizations. We specialize in crafting tailored content on cybersecurity protections and delivering it through educational webinar series and various live and virtual venues.</p> <p>Our strategic approach spans a spectrum of marketing tactics tailored to bolster the cybersecurity resilience of government, educational, and non-profit entities. This comprehensive approach includes:</p> <ol style="list-style-type: none"> 1. Educational Webinar Series: TPx will host a webinar series focusing on cybersecurity best practices for educational entities, covering topics like threat prevention, data protection, and compliance. Industry experts will be invited to enhance credibility. 2. Cybersecurity & Compliance Guides: Comprehensive guides will outline the cybersecurity landscape in the education sector, providing practical tips for compliance and positioning TPx as a trusted advisor. 3. Personalized Consultations & Weekly Huddles: TPx will offer personalized consultations and weekly huddles to understand specific cybersecurity challenges and provide ongoing support related to the contract opportunity. 4. Security Evaluations: Free security evaluations will be provided to member entities, demonstrating the effectiveness of TPx solutions in identifying vulnerabilities and proposing tailored cybersecurity strategies. 5. Targeted Email Campaigns: Precision-targeted email campaigns will be executed, addressing segmented audiences to disseminate pertinent information about the cybersecurity contract opportunity. 6. Engaging Existing Customers: Acknowledging the value of existing customers, TPx will actively engage with them, emphasizing the relevance of the opportunity and illustrating its alignment with their evolving cybersecurity needs. 7. Social Media and Blogs: In the digital landscape, a dynamic social media presence and a blog series will play pivotal roles. These platforms will spotlight the opportunity, share success stories, and provide thought leadership on cybersecurity tailored to government, educational, and non-profit sectors. 8. Channel Campaigns and Events: Collaboration with the active channel community is integral. TPx will equip channel partners with resources, conduct joint campaigns, and participate in webinars and events to showcase the unique value of the contract. 9. In-Person and Virtual Events: TPx's presence in relevant industry events, trade shows, and conferences will be complemented by hosting webinars and virtual events. These platforms will serve to engage potential clients, address queries, and foster connections. 10. Landing Pages: Dedicated landing pages will be developed on TPx's website, providing detailed insights into the benefits of the contract opportunity. These pages will serve as a centralized source of information for interested entities. 11. Blog Series: A blog series will delve into specific cybersecurity challenges and solutions for government, educational, and non-profit institutions. This content will cover threats, compliance requirements, and case studies showcasing TPx solutions. 12. Videos and Collateral: Engaging videos and collateral material will be created, emphasizing the simplicity of implementing TPx solutions for enhanced cybersecurity. 13. Case Studies: Tailored case studies will showcase how TPx solutions have improved cybersecurity posture, protected sensitive data, and ensured compliance in educational institutions. 14. Advertisements in Membership Publications: Targeted advertisements in relevant publications will highlight TPx's cybersecurity expertise and the unique advantages offered through the contract. 15. Newsletter Articles: Informative articles in newsletters within the educational community will cover relevant cybersecurity trends, TPx's commitment to security, and the alignment of the contract opportunity with educational needs. 16. Sponsorship of Relevant Industry Events: Active sponsorship and participation in events focused on cybersecurity in education will enhance brand visibility and facilitate direct engagement with key decision-makers.
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37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>TPx uses the latest marketing technology and automation tools to reach organizations who can benefit from the value of managed IT services. We leverage specific buyer personas and buying intent to build and cultivate our audience and are meticulous with understanding how these individuals source information leading up to a purchase decision. As a result, we are able to offer engaging content that helps prospective new customers advance through their buyer's journey answering the right questions at the right time.</p> <p>We reach prospects via our website, targeted campaigns, email, digital ads, third-party websites, thought-leadership articles in prominent business publications, webinars, videos, blogs and social media content. Each of these channels, we track specific metrics like visits, click through, views, and interaction to ensure we're delivering content and messaging that resonates with our audience and where they are in the buying cycle.</p> <p>We continuously evaluate our campaigns and marketing materials to ensure they are as effective as possible. Through Salesforce Account Engagement, we score prospective customers based on the activities they take engaging with our content to create marketing-qualified leads. Our website is designed to convert visitors to become marketing-qualified leads and also ranks in the top ten organic search results for many terms buyers utilize when seeking technology solutions. We track website activity through Google Analytics and regularly update content for increased search optimization that results in more organic traffic to TPx.com. Every aspect of our marketing program is measured by data and analytics, which helps us continue to improve the campaigns and content we put in market.</p>	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	TPx will work with Sourcewell to bring together our experiences so that we can customize the best approach to communicate the services offered within this agreement, identifying each contracting organization has its own way of doing things and preferences about the number of times communication is made with its participating members.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	TPx has placed the development of an e-procurement system into our future roadmap as this is a tool we perceive to be valuable not only for the customers, but also to our internal team.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>TPx can accommodate Sourcewell members with their preference in self-managing security service or allowing TPx to fully manage security services. We will breakdown the difference between co-managed and fully manage based on product sector.</p> <p>Managed Service Wide Area Network: The Core Service level is designed for members that are skilled, capable, and want to administer and manage changes to their SD-WAN network themselves. TPx is there to implement the solution, provide basic technical support. The Optimum Service Level includes all Core services (TPx will provide an attachment chart to show which features are included in which service level) and is for members who want to leverage TPx's experienced and certified team of experts to administer and manage their SD-WAN network.</p> <p>Managed Service Firewall: The Core Service Level is designed for members skilled and capable of administering and managing changes to their firewall & network themselves. TPx is there to provide expert implementation. The Optimum Service Level includes all Core services (TPx will provide an attachment chart to show which features are included in which service level) and is for members who want to leverage TPx's experienced and certified team of experts to administer and manage their firewall & network. The Secure Service Level includes everything that OPTIMUM does and adds several high-value security services to significantly reduce member's risk and impact of cyberattack.</p> <p>Managed Service Networks: The Core Service level is designed for members skilled and capable of administering and managing changes to their network independently. TPx is there to provide expert implementation. The Optimum Service Level includes all Core services (TPx will provide an attachment chart to show which features are included in which service level) and is for members who want to leverage TPx's experienced and certified team of experts to administer and manage their network.</p> <p>Managed Service Backups: The Core service is designed for organizations that have a capable IT staff and want to manage/administer their own backup jobs. TPx onboards the solution providing the initial setup and configuration of backup jobs and cloud replication and provides system maintenance and technical support to ensure the technology is functioning optimally. This includes coordinating hardware replacement for a failed device if needed. The member is responsible for managing backup jobs and restoring activity. The Optimum service is designed for organizations that want a turn-key managed solution. All CORE features are included and in addition, TPx manages and administers the member's backup jobs. This includes 24/7 monitoring, responding to backup alerts, restarting failed backup jobs, helping restore files/folders or complete systems, initiating local or cloud virtualization and more.</p> <p>Managed Service Endpoints: The CORE service Level delivers the basic security service that all organizations need. TPx provides Next-Generation Antivirus Software (NGAV), as well as patching for windows and select third-party applications so the member's team can focus on other issues and the member is assured that patching is performed consistently and effectively. We also provide our leading RMM platform and make it available for member use to access system status information and take secure remote control of supported systems. On demand RMM reports can be provided via service request. The OPTIMUM service level includes everything that CORE does and adds remote monitoring, management, troubleshooting and repair by TPx's experienced support team. All service is delivered by TPx's U.S.-based support personnel and, should a problem arise, our MSx support team is immediately aware and begins working to address the issue. With MSx Endpoints OPTIMUM service, end-users can contact MSx support personnel directly 24x7 to request service. The SECURE service level includes everything that OPTIMUM does and adds several high-value security services to significantly reduce member's risk and impact of cyberattack. Managed Detection and Response (MDR) provides automatic threat hunting and mitigation with protection that goes well beyond what NGAV can do. DNS Protection delivers advanced security for systems against Internet-based attacks and enhances BYOD and Guest Wi-Fi protection. And finally – Security Awareness Training (SAT) helps ensure that users understand their role and strengthen their ability to keep their organizations safe. The SECURE ENDPOINT BUNDLE is designed for companies that continue to provide their own system patching and administrative support but want to leverage TPx for the additional high-value security services we offer. This bundle includes NGAV, MDR, SAT and DNS protection.</p> <p>Managed Service Microsoft 365: The Core Service level is designed for members who are skilled and capable to administer and manage changes to their Microsoft 365 environment themselves. TPx is there to provide and manage the licenses and deliver technical support. The Optimum Service Level includes all Core services and is for members who want to leverage TPx's experienced and certified team of experts to administer and manage their Microsoft 365 environment.</p>
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41	Describe any technological advances that your proposed products or services offer.	<p>TPx is more than a Managed Service Provider, we have deep roots in the carrier space. Our VM Ware Managed SDWAN offering is deliver via our Private Cloud / Gateway network which integrates with our IP Core. As a result, we can offer Inbound IP Failover, it is unique and only available to those who operates an IP Network. NIST Cybersecurity Framework is a set of guidelines for mitigating organizational cybersecurity risks, published by the US National Institute of Standards and Technology based on existing standards, guidelines, and practices. The 5 areas of the NIST Cybersecurity Framework (Identify, Protect, Detect, Respond and Recover) are leveraged to deliver various TPx solutions where applicable. For example, Our Endpoint Managed Detection and Response solutions that include Next Generation AntiVirus (NGAV) and Endpoint Detection and Response (EDR) software support our customers ability to identify, protect, and respond to security incidents. TPx's Incident Response services, and Backup & Disaster Recovery solutions enable better "Respond and Recover "capabilities for our customers.</p> <p>To continue with our goal of simplification, our Security Advisory Services can help define the security gaps, create a plan to remediate and help your End User meet those ongoing compliance requirements.</p>	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>At TPx, we recognize the importance of sustainable business practices and are committed to developing and implementing green initiatives in the near future. While we currently do not have specific green initiatives, we have taken steps to minimize our environmental impact and are actively planning initiatives to align with our sustainability goals.</p>	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>1. Reduced Building Footprint: • TPx has proactively reduced its building footprint by consolidating office spaces. This initiative not only contributes to cost savings but also aligns with our commitment to environmental responsibility by minimizing the physical space required for our operations.</p> <p>2. Remote Work Culture: • TPx promotes a remote work culture, encouraging our employees to work from home. This not only enhances work-life balance but also significantly reduces commuting-related carbon emissions. As we expand our remote work policies, we anticipate a further reduction in our overall carbon footprint.</p> <p>3. Virtual Collaboration Tools: • TPx leverages cutting-edge video collaboration tools to facilitate virtual meetings and conferences. By doing so, we actively reduce the need for air travel, thereby minimizing our contribution to carbon emissions associated with business travel.</p>	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Sourcewell members in public platform space promote diversity and local business initiatives. There are different types of diverse supplier requirements. Sourcewell's exemplary partner on this contract will help aid all types of diverse suppliers. TPx is very passionate about gender and racial equality in the workplace. Diversity, equity and inclusion is one of TPx's key fundamentals. The Diversity, Equity and Inclusion Team's primary objective is bringing our employees together and making sure everyone at TPx feels included and part of the team.</p> <p>Mission Statement The TPx Diversity, Equity, and Inclusion Team believes we are stronger together. We work towards creating a TPx family that mirrors the diversity of our communities at large. One that nurtures talent, enables individual growth, and creates an environment where each TPx employee feels included. The strength in our diversity will supercharge our efforts to meet TPx's responsibilities to its partners, employees, and customers.</p> <p>It is our job to help be the change we want to see in the world. We may not be able to fix social injustices or systematic racism overnight, but there are a few things that each of us can do right here, now – TODAY!</p>	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Our best practice constantly evolves as we interact with over 11,000 business, your members gain the edge by having TPx as the provider and reap the benefit of our interaction with customers. This shear volume provides us with good insight to many businesses' daily challenges and give us the ability to be proactive. TPx services align with IT organizations, we offer both Co-Managed and Fully Managed option. It is by design, as each IT Organization has different requirements and expertise. With our offering, your members IT Department can decide which service or features to outsource or keep in house.</p> <p>TPx has many advantages. One of those advantages for Sourcewell members is that partnering with TPx will give Sourcewell access to the best-in-class technology from dozens of vendors which will all be managed and supported by a single provider, TPx. Sourcewell members will receive 24/7 support an increase in productivity and TPx can remove complexity from Sourcewell members as well as secure their business with cybersecurity services. Sourcewell members do not have to sacrifice a large budget in order to have quality technology and service. TPx works with all different types of business sectors with all sizes and whom have different budgets. Let us help Sourcewell members begin the process of obtaining quality service while saving money and reducing budgets. TPx will be the one-stop shop for Sourcewell members IT needs.</p>	

		<p>Internet Connectivity- TPx can bring the connectivity that's right for your business and weave it into a comprehensive communications solution. Get connectivity, integrated network management and security and communication capabilities with real-time insights into your network and the power to control it from anywhere.</p> <p>SD Wan- Our WAN service is the solution that delivers guaranteed performance over the cloud without headaches like multiple provider footprints, complete routing, skyrocketing expense, and connectivity or redundancy limitations. It simplifies the management and operation of the network connections between different sites in an organization and enables improved application performance, resulting in enhanced user experience, increased business productivity, and reduced cost for IT.</p> <p>Networking - Customers can use our superior network or go over the top of any carrier, all with guaranteed performance and delivery. We offer an extensive experience that brings the carriers network DNA to your local network and is a one-stop shop for everything your business needs including unified communications managed security and managed IT.</p> <p>Microsoft 365- Get more than just one server back up and running; virtualize your entire infrastructure with the click of a few buttons. Combine local and cloud infrastructure to boot an entire office on the local device or hybrid via the TPx secure cloud and be back up and running as fast as the images can boot. We manage your license administration and support services to ensure your Microsoft 365 environment follows ideal configuration and optimized performance and our team is ready 24x7 to quickly respond to customer requests so that we can address potential issues to minimize the impact of a business-affecting event.</p> <p>Endpoint Management – Our team of experts act as an extension of your team. Paired with leading remote monitoring and management tools. We deliver an unmatched support experience for endpoint management customers and provides businesses with comprehensive visibility and control over the health and performance of covered systems using advanced remote monitoring and management (RMM) tools. TPx's solution is backed by a well-trained team, available 24/7/365, who deliver efficient remote support and exceptional customer service.</p> <p>Firewall - TPx's Managed Firewalls service go beyond the traditional constructs of a firewall. We deliver secure access, visibility, and control so that your business can benefit from greater cybersecurity and productivity. Stop cyber criminals in their tracks with our Managed Firewall service. Your firewall will be remotely monitored 24/7 in our Security Operations Center by certified analysts who thoroughly validate every security event. When you choose TPx for Managed Firewalls, you get a dedicated team knowledgeable in cybersecurity paired with industry-leading technology to keep your network secure.</p> <p>Endpoint Security - Endpoint Security is an integral part of TPx's security services portfolio for protecting endpoints and users from ransomware and other cyberattacks. Bundling multiple endpoint services can increase your overall value and improve your organization's security.</p> <p>Backup and Disaster Recovery Solutions – Our Managed Backups is a fully featured total data protection platform delivered in one integrated package. Easily protect any physical, virtual and cloud infrastructure running on Windows, Mac or Linux, and spin up lost servers in seconds without the need for additional tools which allows our customers to get peace of mind with continuous support, knowing we provide better protection for your systems and data.</p> <p>Security Advisory Services - Finding security experts is time-consuming, expensive, and in some cases, next to impossible. TPx can help bridge that gap with our team of security experts. We have broad experience in security and risk assessments, operations, architectures, policy compliance, privacy, and many other security domains. We'll define and execute a tailored engagement and approach that meets your unique security requirements.</p> <p>User Security - TPx's User Security solutions are easy to implement and incorporate into your existing security strategy. Boost your user security by reinforcing good employee best practices with Managed Security Awareness Training and Managed Inbox Detection and Response. Security Awareness Training teaches employees about cybersecurity, IT best practices, and regulatory compliance, while Managed IDR takes education to a whole new level by enabling employees to easily differentiate between a malicious email and an innocent one. Empower your employees to make good cybersecurity decisions with end user security.</p>
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Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document

upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	TPx will provide maintenance and support for Equipment purchased from TPx, including software updates and patches, for as long as Customer maintains its associated Service with TPx. For Equipment purchased from TPx, TPx will replace any failed devices for as long as Customer maintains its associated Service, Customer's account remains in good standing, TPx has reasonable access to replacement Equipment, and Customer returns the Equipment in accordance with the terms stated within the manufacturer warranty; provided that TPx and Customer agree that Customer's obligations to make payments on the Services. The replacement item may be a new or reconditioned device of equal or comparable value. The TPx replacement obligation starts when Equipment is delivered to Customer, lasts for the duration Customer maintains an associated Service, and overlaps the manufacturer's warranty. It covers accidental damage, liquid damage, or any Equipment defect. Associated shipping and/or service order fees may apply.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Lost or stolen Equipment, or Equipment that appears to be damaged by intent, gross negligence or willful or reckless treatment shall not be covered under any TPx's replacement obligation. Additionally, phone accessories and headsets shall not be covered under any TPx's replacement obligation. MSx service(s) equipment replacement obligation terminates when the manufacturer no longer supports the equipment. Credits granted by TPx for the interruption of services may not be applied to Equipment purchases or payments due or to become due under the Agreement.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Currently TPx Communications doesn't charge for repair technician truck rolls.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	TPx can provide certified technicians anywhere in the continental United States. TPx will not be able to provide service for our Canadian Sourcewell Members at this time. We have this initiative on the roadmap to provide service in the future.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	For Equipment purchased from TPx, TPx will replace any failed devices for as long as Sourcewell's members maintains its associated Service, Members account remains in good standing, TPx has reasonable access to replacement Equipment, and Member returns the Equipment in accordance with the terms stated within the manufacturer warranty.
51	What are your proposed exchange and return programs and policies?	Should it be necessary to return Equipment, Sourcewell's members may return it for a refund or exchange, excluding any shipping charges and subject to a restocking fee of twenty-five (\$25.00) dollars per unit, within thirty (30) days after delivery. Defective Equipment may be repaired or exchanged for the same or equivalent model only, at TPx's discretion. All returned Equipment must be unregistered, in complete original manufacturer's packaging, same condition as sold, with all accessories, literature, instructions, documentation and blank warranty cards.

52	Describe any service contract options for the items included in your proposal.	<p>Guaranteed Replacement Warranty TPx Guaranteed Replacement Warranty: For as long as a customer maintains the TPx Services associated with a device, their account remains in good standing, TPx has reasonable access to replacement equipment, and the customer returns the failed equipment in accordance with the terms stated within the manufacturer warranty; TPx will replace the item with a new or reconditioned device of equal or comparable value. TPx's Guaranteed Replacement Warranty applies to all hardware purchased or rented from TPx, including devices the customer was previously renting and later chose to buyout. Exclusions: Headsets will have a 3 year warranty. Accessories, such as power supplies, wall mount kits, and other adapters are not covered under any warranty from TPx. MSx Backups for Backup Cloud Retention and Use Data associated with backup Equipment enrolled in any plan that provides for data to be backed-up to a third party hosting provider retained by TPx will be retained (depends on the retention plan purchase service plan) for as long as the Equipment is under an active subscription for which payments are current. MSx Endpoints service levels include administrative support for the MSx "Endpoints" platform support is limited to maintaining the automated patching and reliable performance of a computer's operating system and applications. TPx are limited to one trouble ticket for every two supported workstations per month after the first two months of service. Additional tickets will be provided by TPx at TPx's standard T&M rates.</p>
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Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services	<p>TPx will maintain compliance with the Payment Card Industry ("PCI") Data Security Standard ("DSS") and audited annually by a Qualified Security Assessor ("QSA"). TPx is responsible for the security of cardholder data the service provider possesses or otherwise stores, processes, or transmits on behalf of the customer, or to the extent that TPx could impact the security of the customer's cardholder data environment.</p> <p>Emergency Outage - Code is P1- Definition is P1 Emergency Defined as an Emergency affecting the majority of users and their ability to perform primary duties. MTTR is 30 minutes. Critical Multiple User affected - Code is P2- Definition is Defined as an issue affecting multiple users and their ability to perform primary duties. MTTR is 1 hour. Urgent One User Affected- Code is P3- Definition is Defined as an issue affecting a single user and his/her ability to perform primary duties. MTTR is 4 hours. Normal (default) Single application Single user- Code is P4 - Definition is Defined as an issue or question related to the operation of a single application or service. MTTR is 8 hours. Request Request or Warning - Code is P5- Definition is Defined as a request approved for implementation by the next available resource, or a proactive warning level alert which advises that a system's status may lead to a future issue. MTTR is 1 day.</p>

54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>TPx Communications is committed to providing its customers with the highest quality communications services. As a result, TPx will provide network service level remedies for the following categories, if applicable, for the listed services and features below purchased by the Customer:</p> <ul style="list-style-type: none"> • Time to Repair • Service Response Time • High Availability Network and CPE <p>MSx Backup Cloud Retention and Use Data associated with backup Equipment enrolled in any plan that provides for data to be backed-up to a third party hosting provider retained by TPx (a "Cloud Offering") will be retained, as specified in the applicable retention length selected with the purchased service plan, for as long as the Equipment is under an active subscription for which payments are current. If a subscription terminates, TPx reserves the right to delete, after sixty (60) days, the backed-up data in the Cloud Offering associated with Customer's Equipment. It is Customer's responsibility, during this period, at Customer's expense, to request a copy of the data if Customer would like to retain a copy of the backed-up data in the Cloud Offering associated with Customer's Equipment. TPx reserves the right to limit backup usage with the Cloud Offering if TPx determines there is activity or usage that: adversely impacts TPx, its vendors or other customers; results in excessive bandwidth or storage usage; or harms, disrupts, or otherwise diminishes the TPx brand, services, network, or any computer system.</p> <p>MSx Firewalls Customers understand that if it chooses not to deploy SSL Deep Packet Inspection as part of the MSx Firewall Managed Security Service, all traffic traversing the firewall may not be fully inspected. Therefore, some protections, including but not limited to, anti-virus protection, may not be serviceable. Testing Authorization - By executing this Addendum, Customer acknowledges that to provide Services, TPx may periodically scan Customer's network with various assessments tools. Customer grants TPx authorization to perform this testing as needed in order to provide the Services.</p> <p>Customer waives the licensing portion of the MSx Firewall service when providing their own hardware and assumes responsibility for maintaining an active and valid manufacturer support contract for these devices under MSx support.</p> <p>MSx Networks Testing Authorization - By executing this Addendum, Customer acknowledges that to provide Services, TPx may periodically scan Customer's network with various assessments tools. Customer grants TPx authorization to perform this testing as needed in order to provide the Services.</p> <p>Customer may waive the licensing portion of the MSx Network service when providing their own hardware but in doing so Customer assumes responsibility for maintaining an active and valid manufacturer support contract for these devices under MSx support.</p> <p>Services are offered to Customer by TPx either under tariffs (i.e., documents which list services, prices and other terms and conditions, referred to herein as "Tariffs") filed with the Federal Communications Commission and state regulatory agencies having jurisdiction over the Services ("Tariffed Services"), or on a non-Tariffed basis ("Non-Tariffed Services"). Tariffs are available online at www.tpx.com/tariffs. All services provided under the Agreement are collectively referred to as the "Services." In the event that the rates and terms in the Agreement conflict at any time with those set forth in TPx's federal and/or state Tariffs applicable to the Services, the rates and terms of the Tariffs will control. The rates and terms of Tariffed Services may change, subject to the approval of the applicable regulatory agency. If the Tariffs for any Services are cancelled as a result of regulatory action during the term of this Agreement, TPx will publish a revised price list and related terms and conditions for such Services on its website (www.tpx.com/rates) which will become part of the Agreement. In the event that any agreement between the parties is terminated and Tariffed Services are still provided by TPx, applicable Tariff rates and terms will apply to the Tariffed Services provided to Customer.</p>
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	TPx has a Net 30 payment term for government accounts unless otherwise specified.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	TPx Equipment is currently available to be purchased using our Installment Payment program. This converts the non-recurring charges into monthly charges, with equal payments to be paid over the initial term of the contract.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>TPx Communications will provide customers with the following documents listed below. Please keep in mind that not all documents will apply. Documents are sent based on services ordered.</p> <p>Service Agreement – This document details the service location, service term, services ordered in detail, monthly recurring charges and non-recurring charges.</p> <p>Master Service Agreement – This document provides verbiage and web-based links to view TPx's standard Terms and Conditions as well as identify and Addendums that may be applicable.</p> <p>Letter of Agency - This document is used when a customer is porting a telephone number(s) to TPx. This document allows TPx to act as the customers authorized agent when communicating/coordinating ports with the LEC/CLEC.</p> <p>Equipment Single Purchase/Rental Addendum – This form is used to provide information on equipment purchased or rented from TPx and to provide warranty information.</p> <p>Service Level Agreement – This document shows TPx commitment to providing our customers with service. It identifies how standard of time to repair service once we have been made aware of an issue.</p> <p>MSx Service Addendum – This document is used to provide our Service Level guarantees for our MSx services.</p> <p>Deposit Contingency Addendum – This document is used in order for the customer to be made aware of ways the deposit requirement, if applicable, can be satisfied. It provides the deposit amount and how deposit can be made.</p>	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	TPx does not accept P-card procurement and payment process currently.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Line Item Discounts from List Price based on term and type of product, service or license.
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The range of Discount for this offer ranges from 0% (list price) to 31% Maximum value The range differs between products based on proximity of List Price to Market price, taking into account the term of the agreement.
61	Describe any quantity or volume discounts or rebate programs that you offer.	Term discounts are baked into the price. Additional quantity discounts may be available for large customer purchases on an ad-hoc basis per quotation.
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For products or services that the customer requests TPx to procure on its behalf, TPx applies a List Price – Discount approach for products or services listed in our SKU catalog. Additionally, should a customer request procurement support for a product not listed, TPx will work to leverage its ability to procure the product or service at a discounted price level and apply a Cost + pricing approach.
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There is a standard administrative support fee that is applied to all products and services provided by TPx. This value represents 5.3% of the total MRC value of the order. Additional taxes may be required by local, state or national entities.
64	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	At the time of submitting this proposal, TPx does not have an additional cost associated with shipping to any Sourcwell members/entities that are in the United States of America. Expedited shipping is available at an additional cost.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	At this time, TPx will not be able to offer services to Sourcwell's Canadian members/entities however this is on TPx's future roadmap for implementation. TPx's shipping is handled by FedEx and currently if freight is needed that would be a case by case on the best carrier that would be used. FedEx handles all of our Express and Ground shipping and we currently ship throughout the U.S. which includes Alaska & Hawaii.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	No unique distribution to list. Again everything shipped is via FedEx between Express shipping (Priority Overnight, Overnight, Two-Day, and Express Saver) or Standard Ground Shipping.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	TPx Communications takes contract compliance seriously. Because of this, TPx Sales Team will identify any and all opportunities we have from Sourcewell members by assigning a Vendor Code (VR Code). Once the VR code has been tagged to the opportunity, our Sales Support team creates a quote into Sales Force and ensure all correct components are entered, then our special team called the Non-Standard Request Team will ensure the proper discounts are added to each Sourcewell members quote for review. Upon discounts being added, the Sourcewell member will be able to see the breakdown in cost on their Service Agreement which will be provided for signature. Once the Service Agreement has been signed, the documents are loaded into our Salesforce files for storing and review by our Quality Assurance Team. Quality Assurance will check to make sure all documents have been signed, dated and monthly recurring as well as non-recurring charges all match what was built in the system. The order is then pushed to our Service Delivery team who will work with the Sourcewell member through the installation and implementation stage. Once the order is complete, our Manager of Sales Commissions, will be able to pull a report monthly by the VR code assigned for all Sourcewell deals. Manager of Sales Commissions will track the deals from completion and once invoiced and can reconcile the order and ensure admin fee is paid on time.
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	TPx is committed to tracking performance and account growth with our Sourcewell agreement. Some of the measures TPx believe are good indicators of a successful partnership are: *Identifying which entity sector we sold to & which state that entity is in – for example Federal, State, Local, Education or Non-Profits in CA, FL, MN, TX etc.. *Identify the service that was sold for example Endpoints, Firewall, MSx WAN, Networking etc.. *New Revenue/Net New Revenue - Identify if this is a new entity we have sold to or an existing entity. If it were an existing entity, what are we renewing as far as product and identify any net new revenue. *Cost Efficiency – for existing members, we will estimate the gross margins by subtracting the cost of services sold from the total revenue on products and services. *Quality – TPx will encourage Sourcewell members to provide feedback, which allows us to determine if adjustments are needed for future success or refine things within our services. We're confident with the quality of our services and product structure, as quality is one of our top priorities. * Contract Tracking – We keep an internal record of contracts on services and products provided to our customers. This system allows us to keep track of our loyal customers, which is evident from repeated purchases and contract renewals.
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	TPx will provide Sourcewell a 2.5% Administrative fee based on Sourcewell customers Monthly Recurring Revenue for the term of the end customer agreement. This fee will be calculated on a Quarterly basis and paid to Sourcewell no later than 60 days post end of quarter. TPx would also entertain a tiered admin structure that incentivized contract utilization if that were amenable to Sourcewell.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers must designate if they are seeking an award in Category 1 only or Categories 2 and/or 3. As stated in Section II. B.1. of "REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES," Proposers responding to Category 1 must offer a complete electronic catalog system permitting Sourcewell and Sourcewell Participating Entities to make web-based purchases."

Proposers submitting a proposal in Category 1 must include at least one solution in each of Categories 1, 2, and 3 within its singular proposal. For example, if a Proposer offers solutions within the scope of Category 1, 2 and 3 the Proposer should designate it is seeking an award in Category 1. Proposers seeking award in Category 2 and/or 3 must include at least one solution offered within the scope of the desired Category.

Line Item	Category 1	Category 2	Category 3
71	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Managed IT Services from TPx will give Sourcewell members the support they need for their critical IT systems without the cost and hassle of doing it all in-house. Let TPx be your one-stop shop for Sourcewell members IT needs.</p> <p>TPx Managed SD-WAN involves deploying and managing network services for a variety of applications, distributed in different IT environments and across geographic locations. The unique benefits provided by our Managed SD-WAN service includes:</p> <ul style="list-style-type: none"> * Flexibility to Use Any Network –Managed SD-WAN provides the flexibility to use any available Internet access regardless of service provider. * Guaranteed QoS - TPx provides QoS, backed by our service guarantee, over any providers' network. Customized prioritization of key application data traffic ensures that Sourcewell members critical business traffic is delivered securely and efficiently. * Improved Performance –Managed SD-WAN allows you to leverage multiple circuits simultaneously to maximize available bandwidth. Advanced WAN Optimization features improve circuit performance. * Enhanced Disaster Recovery –Flexible continuity options available with Managed SD-WAN - which include multi-circuit failover and 4G LTE options, as well as inbound failover for remote users and web servers - remove many traditional single points of failure and provide significantly enhanced Disaster Recovery capabilities. * Cost Savings –Managed SD-WAN saves money by allowing you to leverage high-bandwidth / low-cost Internet, eliminating the need for expensive MPLS or Point-to-Point connections between members offices. Our managed approach also results in significant savings in overhead and administrative costs. <p>TPx's Managed Firewall service helps ensure that members network remains secure while maintaining high performance connectivity and networking. The unique benefits provided by our Managed Firewall service include:</p> <ul style="list-style-type: none"> *Security Expertise – TPx's Managed Firewall service is delivered by TPx network and security experts. These dedicated professionals maintain the skillsets, certifications, and specific expertise needed to ensure the optimum performance and security of Sourcewell members network. * Robust Customized Security – This is not a one-dimensional cookie cutter service. TPx service offers a full suite of Unified Threat Management (UTM) features such as Anti-Virus, Web Content Filtering, Intrusion Protection, Application Control and more to help combat network-based threats. We also offer additional protections such as encrypted IPsec Tunnels and Remote Secure VPN user access all of which are configured by our security professionals to meet the specific needs of members environment. * 24x7 Monitoring, Configuration Management and Threat Mitigation – Managing the many policies and features that exist on a firewall can be a challenge for any business especially those that do not have the expertise on staff. With Managed Firewalls, TPx's team handles these difficult tasks for members at any time day or night to make sure that their network is constantly protected. * Increased Network Visibility – Beyond just a security service, Managed Firewall service can give members visibility into their network they may not have had before. This visibility can make troubleshooting issues much easier, saving time and money. It can also allow members to view network usage and ultimately shape traffic on their network to help save them money on connectivity and give them the ability to enforce company policies and reduce potential liabilities. * Cost Savings – Security breaches can be very expensive, and it is very expensive to deliver quality security management in-house. Many organizations cannot afford

the expense of enterprise grade security systems and experienced, dedicated security staff and certainly their your business. Choose TPx's CORE offering and TPx will procure, configure, and deploy a Next-Generation firewall on the Sourcewell members network. Once deployed, the member is provided Read/Write Access to the firewall to make changes to the configuration. If the member has a performance issue on the equipment due to these changes or if the member requires assistance with making changes or troubleshooting, the member may submit a trouble ticket and be billed for the work. With TPx's OPTIMUM and SECURE level service, TPx will handle all administrative responsibilities. If members are looking for a single vendor solution across Firewalls, Switches, and Wireless Access Points, TPx can help. Our service optionally includes the technology and support for LAN/Wi-Fi deployments as well.

TPx Managed Networks is a reliable and powerful network solution that boost business performance and provide essential security for the entire organization. Managed Networks combines human expertise with today's most powerful technology to create a better and more secure user experience. The unique benefits provided by TPx's Managed Networks service include:

- * Increased performance and productivity– A high-performance network help to ensure everyday operations run with better speed and efficiency. Greater network uptime with prioritized traffic and reduced IT costs means employees are more productive and can spend more time on strategic business goals.
- * Security and compliance - Our security experts provide a properly designed and configured network, allowing Sourcewell members to take advantage of secured encrypted traffic and network segmentation, making their business less prone to cyber-attacks. TPx can help members with their compliance needs as well.
- * Peace of mind and always-on — 24/7/365 - A network slowdown or outage can stop a business in its tracks. TPx monitors members network equipment 24/7/365 to make sure it is running properly and troubleshoots and resolves issues quickly, even overnight.
- * Reduced IT costs - No need to hire expensive and hard-to-find IT professionals Sourcewell members have to continuously invest in, so that they stay current on the newest technologies — only to have them leave. TPx augments their existing IT staff for a fraction of the cost and frees them up to focus on revenue-generating projects instead.
- * Simplified management and billing - All of Sourcewell members IT issues and billing across multiple sites, multiple ISPs and multiple devices is handled with a single phone call or email and a single bill. Replace that costly legacy MPLS network with secure networking devices managed by TPx.

With TPx's Managed Backups we will provide all the hardware, software and services for this comprehensive solution which leverages leading technology from Datto. Onsite backups, with replication to a secure cloud vault, are automatically completed and verified on the frequency members choose. This allows members to restore files, folders or complete systems quickly and efficiently, locally or from the cloud. It uses onsite as well as offsite data protection that is fully managed and includes all necessary hardware, software, and support services. The unique benefits provided by this service include:

- * Improved Recovery Time Objective (RTO) – This solution provides an onsite disk-to-disk backup of members important Windows & Linux Servers as well as Windows or Mac clients. Backup and recovery of files, folders, or complete systems is significantly faster and more efficient with Managed Backups.
- * Improved Recovery Point Objective (RPO) – Traditional backups typically happen once each night. As such, in the event of a failure, Sourcewell members could lose up to 23 hours of data which can never be recovered. With Managed Backup, members Recovery Point can be near real-time because our technology allows them to backup critical systems multiple times a day at a frequency they choose.
- * Offsite Data Protection – Managed Backups includes automatic offsite replication of data to a secure colocation facility so members no longer worry about whether someone remembered to take the tapes/disks offsite or whether they are securely stored.
- * Enhanced Disaster Recovery –Managed Backups minimizes the impact of a failed server because it enables a failed physical or virtual server to be run as a virtual server directly on the local backup appliance or in the cloud. This standby server failover provides cost-effective and efficient disaster recovery from individual system failures or even a complete site failure.

The Managed Endpoint service is designed to keep TPx's clients' supported systems healthy, secure, and performing optimally. Support includes remote monitoring and alerting, automated patch management, reporting, and managed next-generation endpoint protection technology to guard against viruses and malware. Managed Endpoints OPTIMUM service also includes comprehensive troubleshooting, support, and system administration. The SECURE Service Level adds advanced security services such as Managed Detection and Response (MDR), DNS Protection, and Security Awareness Training.

- * Improve System Visibility –Managed Endpoints uses sophisticated Remote

Monitoring and Management (RMM) software that constantly collects comprehensive data about the health, performance and security of servers and workstations. This provides technicians and management with valuable information that helps them detect and resolve problems quicker, identify trends that could indicate a larger issue, or facilitate better equipment lifecycle planning.

* Increase Security –Managed Endpoints includes next-generation security software that protects systems from viruses and malware. In addition, TPx's maintenance processes will ensure that security vulnerabilities on systems are patched, which will lessen the chances that an exploit is successful. The SECURE Service Level further enhances TPx's security offering with additional technology and services to actively hunt for and mitigate threats, educate users, and keep systems safe from cyberattacks such as ransomware, phishing attacks, and malicious websites.

* Shorten Time to Repair – Using the enhanced visibility provided by Managed Endpoints, technicians can be more efficient in their troubleshooting and support efforts. Instead of wasting time trying to identify systems and pertinent information, they can quickly begin troubleshooting. With OPTIMUM or SECURE support, members also benefit from having a virtual team of TPx technicians that are available 24/7 to address system failures. Shortening the time to repair reduces downtime and lost productivity for TPx's customers.

* Enhanced Service Levels – TPx's team of certified and expert remote resources are consistently trained to keep up with the changing technology landscape. Because we work with hundreds of customers across the country, we have broad experience resolving issues across a wide-range of technologies and use-cases. In addition, TPx manages to a specific service level, and we staff to handle peak workloads. All of this allows our team to work very efficiently and effectively to resolve issues, and to deliver a level of service that cannot be matched by most in-house IT staffs or MSPs.

* Reduced Support Costs – Many customers struggle with limited budgets, a lack of support technology, and staffing challenges. This often results in poor service delivery and inflated costs because they lack the support tools to help them manage and support systems and users efficiently, or don't have enough staff to handle the workload, or they over-staff to get the variety of expertise they need. As a leading National MSP, we do not have the same budget constraints that TPx customers have. We invest in technology and support personnel to meet the needs of our customers and as those needs change and grow we can change and grow with them. This allows us to deliver a better and more consistent service level at a reduced cost for our customers.

Managed Inbox Detection and Response (IDR) from TPx gives users a faster, easier way to take the guesswork out of questionable messages. When a user identifies an email, they believe is suspicious, they can report it with a single click right from within their Microsoft Outlook client. Managed Inbox Detection and Response from TPX delivers the following unique benefits to our customers:

- Efficiently Report Suspicious Emails - Users report suspicious emails by clicking the GoSecure button from within their Microsoft Outlook Ribbon. Status emails are sent automatically to keep the user informed of their submission status, and previously submitted emails are flagged so users can more easily identify them. All of this makes the user experience very intuitive and easy, which will drive up the reporting rates.
- Quickly validate reported emails - Using advanced technology and human security experts, emails are monitored and evaluated for safety 24/7/365. Outsourcing the analysis of reported emails creates a more efficient and effective process and takes the burden of this critical task away from the customers internal team. This active monitoring, advanced scanning, and expert analysis is something that most small businesses cannot deliver in house.
- Identify and remove all malicious emails - Reported emails that are deemed malicious are automatically and globally removed from the company's domain. As such, even if only one person reports an email as suspicious, everyone who received the same email will benefit from that user's submission.
- Catch more phishing attempts - TPx Managed Inbox Detection and Response leverages GoSecure's leading security technology to perform the initial scan and evaluation of reported emails. If the SW can't successfully classify an email as safe or malicious, the GoSecure Active Response Center personnel provide continued threat analysis. This combination of the right tools, expert resources, and focused attention 24/7/365 is what ultimately allows us to catch phishing attempts that traditional email security solutions may miss.

Our Microsoft has long been the leader in business productivity, with the Microsoft Office Suite being used by businesses large and small all over the world. TPx engineers have performed hundreds of migrations for customers of all sizes. Leveraging our proven migration process, Sourcwell members will benefit from a smooth and efficient transition to the Microsoft Office 365 Platform. TPx's Office 365 contains many built-in Security enhancements and tools. TPx will configure and manage these per our recommended practices. With our OPTIMUM service members will get our complete data protection and recovery solution. This solution securely backs up all Email, OneDrive and SharePoint data in Office 365 to a

		<p>separate azure instance which enhances members ability to quickly recover important data by eliminating the dependence on Microsoft's limited native capabilities in this area.</p> <p>Listening is at the heart of our security advisory services approach. Understanding Sourcewell members challenges and working with them to solve them is what TPx does best. At TPx, we understand members challenges and we will work with them to create a customized cybersecurity strategy and solution specific to their business. TPx consultants are subject matter experts in their field and thought leaders in the security industry. All our offerings are based on best practices derived from information security standards (CISSP Domains, NIST, ISO 27000 series, etc.) and our extensive experience deploying, architecting, operating, and securing environments nationwide. We offer 5 key advisory services.</p> <p>Cybersecurity Gap Assessment –TPx's Cybersecurity Gap Assessment evaluates members security posture in a methodical way, comparing it against industry standards and best practices.</p> <p>Network Vulnerability & Penetration Scanning – Regular Vulnerability and Penetration Scanning are two of the best tools Sourcewell members can use to understand where their weaknesses are and how likely it is that a hacker will be able to exploit them. The Vulnerability Scan evaluates devices that are connected to the network for the purpose of identifying vulnerabilities that may be present on those devices due to open ports, exposed services, lack of current patches, etc.</p> <p>Network Security Assessment – TPx incorporate security considerations throughout the architecture assessment, yielding an extensive Network Security Assessment that results in actionable recommendations for a robust, high-performing and secure networking environment.</p> <p>Wireless Security Assessment – TPx's Wireless Security Assessment will examine members strategic and tactical wireless network configuration, focusing on areas that pose the highest risk of incidents and breaches to members businesses.</p> <p>Ransomware Readiness Assessment - TPx's Ransomware Readiness Assessment (RRA) is founded on industry standards developed by the Department of Homeland Security's Cybersecurity and Infrastructure Security Agency (CISA). This assessment focuses on the aspects of cybersecurity that have the highest value in defending members organization against ransomware attacks.</p>
73	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Managed IT Services</p> <p>Managed Service Wide Area Network also known as MSx WAN is TPx's managed Software-Defined Wide Area Network (SD-WAN) solution which allows organizations to leverage any combination of transport services, such as Broadband, LTE or MPLS, to securely connect users to the data and applications they need.</p> <p>Managed Service Networks also known as MSx Networks is TPx's managed networking solution that covers key networking components such as firewall/edge devices, network switches, and wireless access points.</p> <p>Managed Service Office 365 service includes all the license subscriptions, add-on licenses, managed cloud backup solution, managed services, and professional services you'll need to establish and maintain a productive and efficient Microsoft 365 Environment.</p> <p>Managed Service Endpoint Management keep systems healthy, stable, and performing optimally to improve efficiencies, reduce costs, minimize downtime, and increase employee productivity and morale.</p> <p>Managed Security Services</p> <p>Managed Service Firewall also known as MSx Firewall protects organizations from malicious software, ransomware and other security threats.</p> <p>Managed Service Endpoint Security helps protect your workstations and servers to minimize risk and strengthen your security posture.</p> <p>Managed Service Backups also known as MSx Managed Backups is primarily designed to protect on-premise Windows servers, using a leading hybrid local/cloud backup and disaster recovery technology.</p> <p>Security Advisory Services provide customers a way to understand their business's vulnerabilities, identify gaps in their business's cybersecurity and define a strategy to make sure their business is secure.</p> <p>User Security consist of Security Awareness Training and Managed Inbox Detection and Response (IDR).</p>

Table 15A: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
74	Computer hardware, including desktops, laptops, tablets, and related devices;	<input type="radio"/> Yes <input checked="" type="radio"/> No	
75	Networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology;	<input type="radio"/> Yes <input checked="" type="radio"/> No	
76	Peripherals, accessories, components, and options, including printers, scanners, monitors, audio visual, digital signage, virtual reality, Esports equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies;	<input type="radio"/> Yes <input checked="" type="radio"/> No	
77	Software related to the purchase of the equipment described in Lines 74-76 above;	<input type="radio"/> Yes <input checked="" type="radio"/> No	
78	Configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Lines 74-77 above; and	<input type="radio"/> Yes <input checked="" type="radio"/> No	
79	Security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3.	<input type="radio"/> Yes <input checked="" type="radio"/> No	

Table 15B: Category 1 - Industry Specific Questions

Table 15B: Industry Specific Questions relate to products and services offered in Category 1 (see Table 15A).

Line Item	Question	Response
80	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco-labeled, rated, or certified).	Not Applicable
81	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	Not Applicable
82	Describe your maintenance solutions for software products, such as maintenance agreements, software upgrades, continuous updates, patches, and fixes.	Not Applicable
83	Describe your website and the ease-of-use for customers, including order placement, payment, order tracking, etc.	Not Applicable

Table 16A: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
84	Cybersecurity services, such as cyber risk assessments, program strategy and operations, zero trust, skills and training, penetration testing, threat and vulnerability management, content security, network visibility and endpoint detection, log aggregation and correlation, disaster response and recovery, and managed cybersecurity;	<input checked="" type="radio"/> Yes <input type="radio"/> No	
85	Physical security services, such as site assessment, upgrade planning and execution design, installation, integration, access control, video management, and managed physical security services;	<input checked="" type="radio"/> Yes <input type="radio"/> No	
86	Cloud, such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), and strategy, design, migration, deployment, and managed cloud solutions;	<input checked="" type="radio"/> Yes <input type="radio"/> No	
87	Network, such as maintenance and monitoring, edge computing, SD-WAN and LAN, and data center networking;	<input checked="" type="radio"/> Yes <input type="radio"/> No	
88	Data, such as data modernization, data backup, data and document processing and storage, and assessment, validation, production, and management of AI and machine learning solutions; and	<input type="radio"/> Yes <input checked="" type="radio"/> No	
89	Related solutions, such as endpoint security products, network security technologies, identity and access management technologies, security analytics, data security products, IP video monitoring systems, intelligent controllers, mission control systems, electronic locks, network infrastructure, and server room technology.	<input checked="" type="radio"/> Yes <input type="radio"/> No	

Table 16B: Category 2 - Industry Specific Questions

Table 16B: Industry Specific Questions relate to products and services offered in Category 2 (see Table 16A).

Line Item	Question	Response
90	Describe how you help organizations with their zero-trust programs, if applicable.	TPx aligns with the primary goal of zero trust programs as it relates to protecting our customers environments by implementing strong authentication methods and leveraging network segmentation just to name a few. We can leverage TPx Managed Detection and Response so any host that has an issue can be isolated from the network at the operating system level to prevent lateral movement within a segment of the network. TPx Firewall service can offer additional features such as Multi-Factor Authentication and our switches can prevent lateral movement by taking advantage of port isolation if the members environment supports it.
91	Describe how you deliver cybersecurity solutions in accordance with the National Institute of Standards and Technology (NIST) framework, if applicable.	<p>NIST Cybersecurity Framework is a set of guidelines for mitigating organizational cybersecurity risks, published by the US National Institute of Standards and Technology based on existing standards, guidelines, and practices.</p> <p>The 5 areas of the NIST Cybersecurity Framework (Identify, Protect, Detect, Respond and Recover) are leveraged to deliver various TPx solutions where applicable. For example, Our Endpoint Managed Detection and Response solutions that include Next Generation AntiVirus (NGAV) and Endpoint Detection and Response (EDR) software support our customer's ability to identify, protect, and respond to security incidents. TPx's Incident Response services, and Backup & Disaster Recovery solutions enable better "Respond and Recover" capabilities for our customers.</p>
92	Please list any certifications or testing results you or your partner(s) hold which show security posture in your proposed solutions, if applicable.	<p>TPx security posture assessment combines security scans, ethical hacking, and risk to our customers. TPx also evaluates our current security controls and verifies if they are effective or if adjustments are needed. TPx and our partners hold various Certifications such as including CompTIA, Certified ethical hacker, Offensive Security Certified Professional just to name a few. We undergo an auditing process and testing which identifies any weaknesses. TPx also participates in yearly audits for SOC2, HIPAA and PCI.</p> <p>These reports can be made available to any of our customers who signs a Non-Disclosure Agreement.</p>
93	Describe how you deliver cloud solutions in accordance with the NIST definition of cloud computing, if applicable.	TPx's cloud platforms are provided by the various technology vendors that we work with. These vendors follow individual cybersecurity best practices, which include various certifications such as SOCII, PCI, and HIPAA. TPx has achieved these certifications for several of our applicable product offerings.
94	Describe which deployment methods you provide cloud-based services (e.g., private cloud, community cloud, public cloud, or hybrid cloud), if applicable.	<p>There are four different cloud deployment methods which are public, private, community and hybrid. A hybrid cloud strategy is when businesses use multiple cloud types in one environment. Private cloud is cloud deployment model where cloud computing services and infrastructure are hosted privately. The community cloud is when cloud infrastructure is in multiple organizations share resources and services based on common requirements. Public cloud is an alternative deployment approach to traditional on-premises IT architectures.</p> <p>In short, TPx's services fall in to the "Private Cloud" category for Firewalls, and WAN as all our orchestrators, FAZ are multitenant. Our MSx Backups, Datto RMM, GoSecure, Webroot, Meraki Cloud etc... would be a "Community Cloud" as they are each one big cloud used by all Managed Service Providers and their customers.</p>

Table 17A: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
95	IT Asset Management Services, including hardware and software asset management, software as a service management, audit management, maturity assessments, sustainability solutions, and repair and maintenance;	<input type="radio"/> Yes <input checked="" type="radio"/> No	
96	IT datacenter decommissioning, including planning and valuation, data shredding, de-racking, de-cabling, de-powering, and packing; and,	<input type="radio"/> Yes <input checked="" type="radio"/> No	
97	IT Asset Disposal and Retirement Services, including secure data destruction, serialization, asset value recovery, recycling, remarketing, refurbishing, onsite collection, and ESG reporting.	<input type="radio"/> Yes <input checked="" type="radio"/> No	

Table 17B: Category 3 - Industry Specific Questions

Table 178: Industry Specific Questions relate to products and services offered in Category 3 (see Table 17A).

Line Item	Question	Response
98	Please list any certifications your company or your delivery partner(s) hold which are relevant to IT Asset Lifecycle Services, such as R2v3, e-Stewards, NAID AAA, ISO 9001, ISO 14001, ISO 45001, and ITAM Forum.	Not Applicable
99	Please indicate the standards to which hard drives are wiped, such as the Department of Defense or NIST standard 800-88.	Not Applicable

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- [Financial Strength and Stability](#) - TPx Financial Update v12.13.23.pdf - Wednesday December 13, 2023 17:50:40
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Standard Transaction Document Samples](#) - Service Order Template_Final.pdf - Tuesday December 12, 2023 17:44:04
- [Requested Exceptions](#) - RFP_121923_Technology_Products_Contract_Template (TPx Revisions).docx - Tuesday December 12, 2023 17:44:25
- [Upload Additional Document](#) - Additional Documents.zip - Thursday December 14, 2023 12:46:51
- Pricing - Category 1 (optional)
- [Pricing - Category 2](#) - Sourcewell pricing 12.12.23.xlsx - Thursday December 14, 2023 11:45:49
- Pricing - Category 3 (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Tasha Wilson, Manager of RFP & Bid Management, U.S. TelePacific Corp

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_17_Technology_Products_and_Services Tue December 12 2023 03:16 PM	<input checked="" type="checkbox"/>	6
Addendum_16_Technology_Products_and_Services Thu December 7 2023 03:22 PM	<input checked="" type="checkbox"/>	1
Addendum_15_Technology_Products_and_Services Wed December 6 2023 04:12 PM	<input checked="" type="checkbox"/>	4
Addendum_14_Technology_Products_and_Services Tue December 5 2023 07:50 AM	<input checked="" type="checkbox"/>	2
Addendum_13_Technology_Products_and_Services Fri December 1 2023 01:49 PM	<input checked="" type="checkbox"/>	3
Addendum_12_Technology_Products_and_Services Thu November 30 2023 02:56 PM	<input checked="" type="checkbox"/>	2
Addendum_11_Technology_Products_and_Services Tue November 28 2023 02:59 PM	<input checked="" type="checkbox"/>	1
Addendum_10_Technology_Products_and_Services Mon November 27 2023 02:37 PM	<input checked="" type="checkbox"/>	3
Addendum_9_Technology_Products_and_Services Wed November 22 2023 09:01 AM	<input checked="" type="checkbox"/>	1
Addendum_8_Technology_Products_and_Services Mon November 20 2023 04:30 PM	<input checked="" type="checkbox"/>	2
Addendum_7_Technology_Products_and_Services Wed November 15 2023 03:37 PM	<input checked="" type="checkbox"/>	4
Addendum_6_Technology_Products_and_Services Thu November 9 2023 03:02 PM	<input checked="" type="checkbox"/>	2
Addendum_5_Technology_Products_and_Services Wed November 8 2023 03:28 PM	<input checked="" type="checkbox"/>	2
Addendum_4_Technology_Products_and_Services Tue November 7 2023 02:33 PM	<input checked="" type="checkbox"/>	3
Addendum_3_Technology_Products_and_Services Fri November 3 2023 02:06 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Technology_Products_and_Services Thu November 2 2023 03:08 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Technology_Products_and_Services Tue October 31 2023 03:29 PM	<input checked="" type="checkbox"/>	1